



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 21, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE LOS ANGELES
COUNTY SHERIFF'S DEPARTMENT AND THE FOOTHILL TRANSIT
(DISTRICTS 1, 4 AND 5) (4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign a law enforcement services agreement with Foothill Transit at an estimated annual cost of \$649,000 and one time start-up costs of \$214,000 totally funded by Foothill Transit. This agreement shall be effective July 1, 2005, and remain in effect until June 30, 2010.
2. Authorize, under provisions of County Code Section 6.06.020, ordinance position authority for an additional four (4) sworn staff positions with these positions to be requested and formally established as part of the Sheriff's Department's final budget changes for Fiscal Year 2005-2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Sheriff's Department to provide law enforcement services to Foothill Transit, a transit organization offering bus services in the East San Gabriel Valley, in the County of Los Angeles.

A Tradition of Service

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan Goal 8, Public Safety, by maintaining a law enforcement presence on the Foothill Transit system throughout the County of Los Angeles. There is no net county cost to the agreement due to revenue offsetting from Foothill Transit. The rates, as determined by the Auditor-Controller, recover all direct and indirect overhead costs. This agreement relates to Strategic Plan Goal 4, Fiscal Responsibility. All Sheriff's Department costs are fully reimbursed by Foothill Transit.

FISCAL IMPACT/FINANCING

There is no net County cost to this agreement. Foothill Transit will pay the Sheriff's Department for services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the current fiscal year. The estimated costs of implementing the agreement and providing service for the 2005-2006 Fiscal Year (one-time cost of \$214,000 and on-going cost \$649,000) will be reimbursed by Foothill Transit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 25, 2005, the Foothill Transit Board of Directors authorized their Executive Director to negotiate and execute an agreement with Los Angeles County for Sheriff's Department transit policing services. The agreement will become effective July 1, 2005, and shall continue for a five-year term, ending June 30, 2010.

The agreement with Foothill Transit requires additional Sheriff's Department staff. Ordinance position authority for an additional four (4) Deputy Sheriff positions, with these positions to be requested and formally established as part of the Sheriff's Department's final budget changes for Fiscal Year 2005-2006, is required under provisions of County Code Section 6.06.020.

This agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

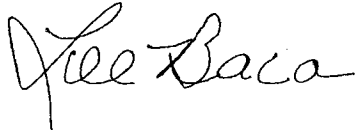
There is no anticipated impact on current law enforcement services.

The Honorable Board of Supervisors
June 21, 2005
Page 3

CONCLUSION

Upon approval by your Board, please return five (5) adopted copies of this letter and four original contracts to the Sheriff's Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name.

LEROY D. BACA
SHERIFF

**CONTRACT
TABLE OF CONTENTS
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
& FOOTHILL TRANSIT**

PARAGRAPH	TITLE	PAGE
RECITALS.....		2
1.0	CONTRACT AUTHORIZATION.....	2
2.0	ADMINISTRATION OF PERSONNEL.....	3
3.0	DEPLOYMENT OF PERSONNEL.....	4
4.0	PERFORMANCE OF CONTRACT.....	5
5.0	INDEMNIFICATION.....	5
6.0	TERM OF CONTRACT.....	6
7.0	RIGHT OF TERMINATION.....	6
8.0	CONTRACT SUM.....	7
9.0	PAYMENT PROCEDURES.....	7
10.0	ENTIRE AGREEMENT.....	8
SIGNATURES.....		9

AGENCY-COUNTY

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only,

July 01 , 2005, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and Foothill Transit, a joint powers authority organized under the laws of the State of California, hereinafter referred to as "Agency".

RECITALS:

(a) The Agency is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department.

(b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.

(c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide transit law enforcement services to the Agency to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California.

1.3 The Sheriff intends to exercise jurisdiction and provide law enforcement services, occurring on-board buses, related to the special policing concerns of the Agency. These duties include, but are not limited to the following: enforcement of transit fares, conducting investigations of vandalism, routine transit patrol, and general law enforcement activities related to public transportation within the limits of Los Angeles County and limited areas of neighboring counties related to the

Agency's bus lines.

1.4 For the purposes of recognition and notification, the Sheriff will maintain memorandums of understanding with the Chiefs of Police with the cities of Montclair, Chino, Chino Hills, and La Habra with regard to providing transit policing services to Foothill Transit while operating in those cities.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Agency shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the Agency.

2.3 With regard to sections 2.1 and 2.2, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.4 All Agency employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Agency and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Agency employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the Agency and County.

2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the Agency while performing such service for the Agency, as long as the service is within the scope of this agreement and is a transit authority function.

2.6 The contracting Agency shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other

compensation to any County personnel performing services hereunder for said Agency. Except as herein otherwise specified, the Agency shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Agency.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Supplemental transit law enforcement services performed hereunder may include, if requested by the Agency, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

3.2 Services performed hereunder and specifically requested by the Agency shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form (Attachment A).

3.3 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the Agency and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.

3.4 Should the Agency request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the Agency and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.

3.5 The most recent dated and signed SH-AD 575 Deployment of Personnel attached to this contract shall be the staffing level in effect between the County and the Agency.

3.6 The Agency is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or

related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment (except those equipment items identified as start up costs in Attachment B), communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the Agency may provide additional resources for the County to utilize in performance of the services.

4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said Agency, the same shall be supplied by the Agency at its own cost and expense.

4.4 At any future date, while this agreement is in effect, should the Agency obtain facility space available for use by the Sheriff's Department personnel performing duties for the Agency, both parties agree to meet and negotiate terms of use for said facility. The cost for the use of the facility shall be paid for by the Agency.

4.5 The Agency shall pay the amount of \$214,206.00 for start up equipment as itemized in Attachment B before the services mentioned in this agreement commence. If this agreement is terminated within the first four years, the County shall reimburse or credit the Agency an amount equal to the remaining value of the assets that are purchased under this section. The remaining value shall be calculated using the County's depreciation schedule for capitol assets as determined by the County Auditor-Controller.

5.0 INDEMNIFICATION

5.1 Neither Agency nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by County under or in connection with any authority or jurisdictions delegated to County under this agreement.

5.2 Pursuant to Government Code Section 895.4, County shall fully indemnify and hold Agency, its officers and employees, harmless from any liability imposed

for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by County or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to County under this agreement.

5.3 Neither County nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by Agency under or in connection with any authority or jurisdictions delegated to Agency under this agreement.

5.4 Pursuant to Government Code Section 895.4, Agency shall fully indemnify and hold County, its officers and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by Agency or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to Agency under this agreement.

5.5 County certifies that it is self-insured for all vehicle liability, general liability and worker's compensation exposure, for all claims that may arise resulting from the performance of this agreement.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 01, 2005 and shall remain in effect until June 30, 2010.

6.2 At the option of the Board of Supervisors and with the consent of the Agency Board, this agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the Agency may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall

terminate sixty (60) calendar days from the date of the Agency's notice to the County.

7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

8.1 The Agency shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.

8.2 The rates indicated in the SH-AD 575, Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

8.3 The Agency shall be billed based on the service level provided within the parameters of the SH-AD 575, Deployment of Personnel form.

8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said Agency within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said Agency shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is

entitled to recover interest thereon. For all disputed amounts, the Agency shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 10 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the Agency on deposit with the County without giving further notice to Agency of County's intention to do so.

10.0 ENTIRE AGREEMENT

10.1 This Agreement and Attachments A& B hereto, constitute the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the Agency and the County. The Sheriff or his designee is authorized by the County to execute supplemental agreements referenced in sections 3.0, 4.4, and 9.2 of this Agreement.

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
& FOOTHILL TRANSIT**

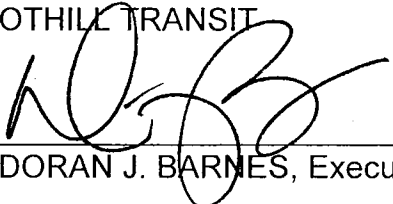
WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY of LOS ANGELES

By _____
GLORIA MOLINA
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

FOOTHILL TRANSIT
By  _____
DORAN J. BARNES, Executive Director

ATTEST:

By  _____
DAROLD PIEPER, General Council

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

 _____
Principal Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

Foothill TransitFISCAL YEAR: 2005 2006EFFECTIVE DATE: July 01, 2005

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT				
	40 Hour One Dep			0.0000	
	56 Hour One Dep			0.0000	
	40 Hour Two Dep			0.0000	
	56 Hour Two Dep			0.0000	
	Non-Relief	4.0000	0.0000	4.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)				
	40 Hour One Dep			0.0000	
	56 Hour One Dep			0.0000	
	Non-Relief Tm Ldr			0.0000	
	Non-Relief Motor			0.0000	
	Non-Relief Motor Team Leader			0.0000	
	Canine Deputy			0.0000	
	MET Deputy			0.0000	
	GROWTH DEPUTY Non-Relief			0.0000	
	GROWTH DEPUTY, BONUS 1 Non-Relief			0.0000	
	GRANT UNITS (Non-Relief Only)				
	Deputy			0.0000	
	Deputy No Vehicle			0.0000	
	Deputy B-1			0.0000	
	Deputy B-1 No Vehicle			0.0000	
	Sergeant			0.0000	
	SUPPLEMENTAL POSITIONS (Non-Relief Only)				
	Sergeant			0.0000	
	Sergeant (Motor)			0.0000	
	Watch Deputy			0.0000	
	CSA With Vehicle			0.0000	
	No Vehicle			0.0000	
	CSA * Hourly / With Vehicle			0.0000	
	Hourly / No Vehicle			0.0000	
	Law Enforcement Tech / No Vehicle			0.0000	
	Law Enforcement Tech with Veh use			0.0000	
	Operations Asst I			0.0000	
	Operations Asst II			0.0000	
	Operations Asst III			0.0000	
	Stn Clerk II			0.0000	
	Crime Analyst			0.0000	
	Custody Assistant			0.0000	
	Security Assistant			0.0000	
				0.0000	

* HOURLY CSO's may only work a maximum of 30 hours per week.

HOURS OF SERVICE & ESTIMATED CHARGES

Foothill Transit

SERVICE UNITS		TOTAL UNITS PURCHASED		YEARLY HOURS PER SERVICE UNIT		ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT							
40 Hour 1 Dep		0	0.00	2088	0	0	0.0000
56 Hour 1 Dep		0	0.00	2920	0	0	0.0000
40 Hour 2 Dep		0	0.00	4176	0	0	0.0000
56 Hour 2 Dep		0	0.00	5840	0	0	0.0000
Non-Relief	162,182	4	648,728.00	1778	7,112	426,720	4.0000
DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)							
40 Hour 1 Dep		0	0.00	2088	0	0	0.0000
56 Hour 1 Dep		0	0.00	2920	0	0	0.0000
Non-Relief Tm Ldr		0	0.00	1778	0	0	0.0000
Non-Relief Motor		0	0.00	1778	0	0	0.0000
Non-Relief Tm Ldr Motor			0.00	1778	0	0	0.0000
Canine Deputy		0	0.00	1778	0	0	0.0000
Non-Relief		0	0.00	1778	0	0	0.0000
GROWTH DEPUTY Non-Relief		0	0.00	1778	0	0	0.0000
GROWTH DEPUTY, B-1 Non-Relief		0	0.00	1778	0	0	0.0000
GRANT UNITS (Non-Relief Only)							
Deputy		0	0.00	1778	0	0	0.0000
Deputy No Vehicle		0	0.00	1778	0	0	0.0000
Deputy B-1		0	0.00	1778	0	0	0.0000
Deputy B-1 No Vehicle		0	0.00	1778	0	0	0.0000
Sergeant		0	0.00	1778	0	0	0.0000
SUPPLEMENTAL POSITIONS (Non-Relief Only)							
Sergeant		0	0.00	1778	0	0	0.0000
Sergeant (Motor)		0	0.00	1778	0	0	0.0000
Watch Deputy		0	0.00	1778	0	0	0.0000
CSO With Vehicle		0	0.00	1778	0	0	0.0000
No Vehicle		0	0.00	1778	0	0	0.0000
Hourly / With Vehicle		0	0.00	N/A	N/A	N/A	N/A
Hourly / No Vehicle		0	0.00	N/A	N/A	N/A	N/A
Law Enforcement Technician		0	0.00	1778	0	0	0.0000
Law Enforcement Tech. with vehicle use		0	0.00	1778	0	0	0.0000
Operations Asst I		0	0.00	1778	0	0	0.0000
Operations Asst II		0	0.00	1778	0	0	0.0000
Operations Asst III		0	0.00	1778	0	0	0.0000
Station Clerk II		0	0.00	1778	0	0	0.0000
Crime Analyst		0	0.00	1778	0	0	0.0000
Custody Assistant		0	0.00	1778	0	0	0.0000
Security Assistant		0	0.00	1778	0	0	0.0000
Other		0	0.00	1778	0	0	0.0000
			0.00	1778	0	0	0.0000
ESTIMATED COST FOR SERVICE UNITS **				\$648,728.00			
Transit Services Bureau Commander					HOURS	MINUTES	PERSONNEL
Foothill Transit				DEPUTY	7,112	426,720	4.0000
				DEPUTY, B-1	0	0	0.0000
				SERGEANT	0	0	0.0000
				SECURITY ASST	0	0	0.0000
				CIVILIAN	0	0	SEE ABOVE

Attachment B

The Agency shall pay the amount of \$214,206.00 for start up equipment as itemized below before the services mentioned in this agreement commence.

Foothill Transit Start Up Equipment Purchasing Costs			
Item	Quantity	Unit Costs	Total Costs
VEHICLES			
Radio Car (b&w)	4	\$ 49,874.36	\$ 199,497.44
Total Vehicle Costs			\$ 199,497.44
EQUIPMENT			
Handheld Radios	4	\$ 3,219.73	\$ 12,878.92
Taser Gun	1	\$ 500.00	\$ 500.00
Shotguns	2	\$ 315.00	\$ 630.00
Bean Bag Shotgun	2	\$ 350.00	\$ 700.00
Sub-total			\$ 14,708.92
Total Equipment Cost			\$ 214,206.36